Service Name: Warehousing Services

Schedule No: TC-15-043

Manual No.: 15.10

General Administrative Services Agreement

Date Prepared:

1/8/96

between Pacific Bell and Pacific Bell Communications

Page 2 of 2

IV. Ordering/Performance Criteria:

Ordering: The Service is provided upon request.

The client company is responsible for notifying Pacific Bell's Procurement Department of any change that will impact their warehousing requirements.

Requests for service can be made in writing or by telephone. A telephone request shall be followed by written confirmation within one week.

Cancellation of a special request may be completed with a phone call followed by written confirmation within ten (10) days. The client company will be charged for all costs incurred due to cancellation of the requested service.

Performance: Procurement shall make a good faith effort to operate the facilities and furnish all services that satisfy customer requirements.

If a completion date is in jeopardy, Pacific Bell will notify the contracting party five (5) days prior to the completion date, and a new mutually acceptable date will be set.

V. Special Terms and Conditions: None

VI. This Schedule No. TC-15-043 incorporates by reference the provisions of the General Administrative Services Agreement between the parties hereto referenced above.

PACIFIC BELL	Λ	PACIFIC BELL COMMUNCIATIONS		
Approved By:	Sug Da	ItaApproved By:	Betu Bon	
Print Name:	GREG D. FULTON	Print Name:	B. J. BERNARD	
Title:	MANAGER	Title:	PRESIDENT & C.O.O.	
Date:	1/11/96	Date:	1/15/96	

Attachment 5.A.15

Service Name: General Contracting Services

Schedule No: TC-15-052

Manual No.: 15.14

General Administrative Services Agreement

Date Prepared: 1/7/97

between Pacific Bell and Pacific Bell Communications

Page 1 of 3

I. Commencement Date: June 1, 1996

Duration of Schedule: Initial term of one (1) year and shall continue thereafter

until terminated as provided herein.

Termination: The canceling party shall provide 30 days prior written notice to the

other party.

II. Description:

This service includes writing, negotiation, preparation, and administration of various vendor contracts for all companies within the Telesis corporation. This may include but is not limited to projects such as custom software license development or upgrading contract language to allow purchasing on a Telesis wide level for any given contract. The service may also include but is not limited to including negotiations for warranty extensions, cancellations of contracts, and pricing issues.

The service provider will negotiate with the client about the type and scope of work to be done. The work may benefit only the client company directly, or may benefit many companies (including Pacific Bell) within the corporation. Another client at a later time may receive benefit from service based upon the principles set forth in the contract.

III. Prices:

Pacific Bell will charge Fully Distributed Costs for this service. The expenses associated with the hours spent providing the service shall be the direct wages of the time spent by the service provider.

In addition, the following expenses are 100% billable: Travel, lodging, meals, public transportation, contract labor, contract services and other miscellaneous expenses directly associated with this service or special projects requested by the client company.

Service Name: General Contracting Services

Schedule No: TC-15-052

Manual No.: 15.14

General Administrative Services Agreement

Date Prepared: 1/7/97

between Pacific Bell and Pacific Bell Communications

Page 2 of 3

Direct Expenses: When the service provider works on a project directly for a client the expense will be charged directly to the client company.

Allocator: When a project benefits both Pacific Bell and clients the expense will be allocated based on a cost causative means. When purchase volume levels (based on a percentage volume) are negotiated the same percentage breakdown) shall be used for an allocator. If no volume levels are known the expense will be evenly distributed among the companies (including Pacific Bell) using the contract.

Manual tracking will be used to obtain the hours spent providing the service. The PAY 11 and other payroll documentation will be used to obtain the expenses. Tracking codes may be used at a later time.

Investment Intensive: N/A

IV. Ordering/Performance Criteria:

Ordering: The service is provided upon request. The client shall contact the service provider directly regarding the type of contract negotiation and both parties will agree upon scheduling timeframes.

Performance: The service provider will record all time and other expenses spent on behalf of the client company and forward all information to the Transfer Pricing Administrator.

- V. <u>Special Terms and Conditions</u>: This contract may be utilized by other affiliates at a future time and billed their portion based upon approved guidelines.
- VI. This Schedule No. TC-15-052 incorporates by reference the provisions of the General Administrative Services Agreement between the parties hereto referenced above.

General Administrative Services Agreement

between Pacific Bell and Pacific Bell Communications

Page 3 of 3

PACIFIC BELL

Approved By:

Print Name:

Service Name: General Contracting Services

15.14

Schedule No: TC-15-052

Manual No.:

Title:

Date:

		e e
		90.3

Attachment 5.A.16

Service Name: Property Management Consulting Services

Schedule No: TC-16-047 Effective Date: 1/16/96

Manual No.: 16.03

General Administrative Services Agreement Date Prepared: 5/2/96

between Pacific Bell and Pacific Bell Communications

Page 1 of 2

I. Commencement Date: January 16, 1996

Duration of Schedule: Initial term of one (1) year.

Termination: The cancelling party shall provide sixty (60) days prior written notice

to other party.

II. Description:

Pacific Bell Real Estate shall provide real estate consulting services to Pacific Bell Communications at 5850 W. Las Positas, Pleasanton.

III. Prices:

Prices for Services shall be determined according S.I. 80, "Inter-Entity Transfer Pricing Guidelines". Pacific Bell Transfer Pricing Administrators will prepare the pricing documentation for the Services. This documentation shall be maintained in Section #16.01 of the Inter-Entity Transfer Pricing Manual.

Direct Expenses: The following expenses are 100% billable and shall include but are not limited to:

- Miscellaneous expenses directly associated with service provided to contracting party
- Consulting Services, e.g., search and negotiations, Real Estate financial analysis/business case preparation

IV. Ordering/Performance Criteria:

Ordering: The Service is provided upon request.

- Client company will initiate written requests thirty (30) days prior to the commencement of services.
- Client company will initiate written requests, within ten (10) business days of or notification to cancel specific requests. Contracted company will be charged for costs incurred due to cancellation of the requested service.

Service Name: Property Management Consulting Services

Schedule No: TC-16-047

Effective Date:

1/16/96

Manual No.:

16.03

General Administrative Services Agreement

Date Prepared:

5/2/96

between Pacific Bell and Pacific Bell Communications

Page 2 of 2

Performance:

Real Estate shall make a good faith effort to provide services that satisfy customer requirements. If the compeletion date is in jeopardy, Pacific Bell will notify the contracting party five (5) days prior to the completion date and a new and mutually acceptable date will be set.

V. Special Terms and Conditions:

All special terms and conditions shall be detailed in a document.

VI. This Schedule No. TC-16-047 incorporate by reference the provisions of the General Administrative Services Agreement between the parties hereto referenced above.

PACIFIC BEL		(h			MUNICATION
Approved By:	Mu	Wish	Approved By:	Betro	Brun
Print Name:	Alan Curt	is	Print Name:	Betsy J. E	Sernard
Title:	Director		Title:	President	& CEO
Date:	5-3-0	16	Date:	51	3/90

Service Name: Substance Abuse Program

Schedule No. TC-08-048

Manual No. 08.52

General Administrative Services Agreement

between Pacific Bell and Pacific Bell Communications

Page 1 of 2

6/24/96

I. <u>Commencement Date</u>: January 1, 1996

<u>Duration of Schedule</u>: Initial term of one (1) year

Termination: The cancelling party shall provide 30 days prior written notice to

other party

II. Description:

The following service is available from Employee Systems Program:

SUBSTANCE ABUSE SCREENING - Pre-Employment:

- SUBSTANCE ABUSE SCREENING (SAS):
 - Drug and alcohol testing for all applicants within 24 hours of a job offering.

CONSULTATION:

- Discussion of testing process and reporting of applicant results.
- Problem-solving regarding positive results, testing procedure problems and appropriate testing protocols.

III. Prices:

Pre-Allocator - None Allocator - None

Direct Expenses - Expense associated with special projects requested by the client company.

- Cost for preplacement substance abuse screening will be billed directly to the client, based upon outside vendor charges incurred solely for the purpose of client requests.
- Surcharges may occur for out of state/out of country testing.

TRANSFER PRICING: Schedule # TC-08-048 for Pacific Bell Communications

Date:

August 14, 1996

TO:

Susan Harford

Transfer Pricing Affiliates Group

Attached is the original signed letter from Susanne Weightman, Director of Human Resources at Pacific Bell Communications, to establish Schedule # TC-08-048, to provide Substance Abuse Program (Manual 08.52) between Pacific Bell and Pacific Bell Communications, effective January 1, 1996.

If you have any questions, please call me at (510) 823-5452.

Thanks,

Marie Shim

H.R. Data Administrator, Transfer Pricing

Attachment

Service Name: Substance Abuse Program

Schedule No. TC-08-048

Manual No. 08.52

General Administrative Services Agreement

between Pacific Bell and Pacific Bell Communications

Page 2 of 2

6/24/96

IV. Ordering/Performance Criteria:

Ordering - The service is provided upon request by telephone, but must be followed with a written confirmation within 10 calendar days to order or cancel a service.

Performance Criteria - None

- V. Special Terms and Conditions: None
- VI. This Schedule No.TC-08-048 incorporates by reference the provisions of the General Administrative Services Agreement between the parties hereto referenced above.

PACIFIC BELL

PACIFIC BELL COMMUNICATIONS

Approved By:	Ri. Vercellono	Approved By:
	D. Vercellono	Print Name: Sus more L. Werchtran
Title:	Sr. Acctng. Manager	Title: Decra-He
Date:	8/1/96	Date:

Attachment 5.A.17

₹76-€49 TRANSFER PRICING - Cancellation of Schedule/Manual

Today's Da	lte .
0: Transfer Pricing Darius Br	Affiliates Group (Affiliate Contract Admin)
ollowing Schedule and	that effective the
Yormation o	f Pacific Telesis Shared Suce
Service Name	Property Magnet Facility & Site M
Schedule No.	TC-16-049
Manual No.	16.04
	questions regarding this service, please call
ne on <u>823-735</u>	 .
CC For	_
Signature	
C C Fong	823-1359
Print Nan	

Transfer Pricing Administrator

Service Name: Property Management Facility and Site Management

Schedule No. TC-16-049

Effective 8/1/96

Manual No. 16.04

General Administrative Services Agreement

between Pacific Bell and Pacific Bell Communications

Page 1 of .

I. Commencement Date: August 1, 1996

Duration of Schedule: This schedule shall continue until terminated as

provided herein.

Termination:

The canceling party shall provide <u>60</u> days prior written notice to other party.

II. Description:

This Service provides facility and site management to Pacific Bell Communications under the terms and conditions set forth in Attachment B incorporated as though fully set forth herein. Documents listing specific locations shall be kept on file. (See Attachment A)

Facility Management:

- A) Provide Client Service Center single point of contact (24 hours, 7days) for all building maintenance and client request needs.
- B) Provide Service technician to perform client requested work and non-landlord provided maintenance. Service to be provided on a least cost basis through outside contractors or Pacific Bell service technicians.
- C) Interface with landlord to follow up on landlord provided building service issues referred to the Client Service Center.

Site Management:

- A) Provide site security surveys, and access control systems (keys and cores, and/or other access control systems) as appropriate. Services to be provided as requested, and site management will work with the landlord where appropriate.
- B) Provide assistance in preparation and on-going administration of fire/life safety programs, including hazardous material management if required.

Service Name: Property Management Facility and Site Management

Schedule No. TC-16-049

Effective 8/1/96

Manual No. 16.04

General Administrative Services Agreement

between Pacific Bell and Pacific Bell Communications

Page 2 of 3

III. Prices:

Facility Management Pricing - Client Service Center:

Pacific Bell will charge the Client Service Center based on the number of calls per month. Refer to "Schedule of Services-Facility Management Pricing Schedule". Attachment B - Item number "ld".

Real Estate Management will review quarterly the number of calls per month and provide the Transfer Pricing Administrator with a Facility Management Pricing Schedule. This document should be provided when changes occur and every January for the preceding quarter.

Direct Expenses:

Facility Management Pricing - Client Request Work
Site Management - Consultation and Site Management Services
The following expenses are 100% billable. These direct expenses shall include but not be limited to the following:

- Wages and Salaries, traveling expenses
- Consulting Services
- Miscellaneous expenses directly associated with services provided to the contracting party.
- Providing site security surveys, access control systems
- Providing assistance in preparation and on-going administration of fire/life safety programs, including hazardous material management.

IV. Ordering/Performance Criteria. Special Terms and Conditions:

Client Service Center is provided on a continuous basis. Client request work and Site Management work will be provided as requested by client. All services are provided under the terms and conditions set forth in Attachment B incorporated as though fully set forth herein.

ATTACHMENT TO SCHEDULE TC-16-049 Between Pacific Bell and Pacific Bell Communications (PBC)

<u>Locations</u> <u>City</u> <u>Commencement Date</u>

none

ATTACHMENT TO SCHEDULE TC-16-049 Between Pacific Bell and Pacific Bell Communications (PBC)

Locations	City	Commencement Date
5850 W. Las Positas	Pleasanton	3-1-95
4698 Willow Road. Building B	Pleasanton	
33 New Montgomery	San Francisco	₹

REAL ESTATE SERVICES CONTRACT

THIS AGREEMENT ("Agreement") is made this 1st day of August, 1996, by and between PACIFIC BELL, a California corporation ("Pacific") and PACIFIC BELL COMMUNICATIONS, a California corporation ("Client") with respect to real estate consulting services.

1. Services.

- (a) Client hereby hires Pacific to provide some or all of the real estate services as described in the attached Schedule ("Services").
- (b) The Services hired and furnished under this Agreement are non-exclusive with respect to rights and obligations as between the parties.
- (c) This Agreement contemplates that requests for specific services within the category of Services described in the Schedules hired by Client, shall be made by the delivery of executed work orders in the form of Exhibit A to Pacific from Client.

2. Term and Rights of Termination.

- (a) This Agreement shall commence on the date first written above and shall continue unless otherwise terminated for a period of one (1) year. At the end of the term, this Agreement shall automatically renew for successive one (1) year periods unless otherwise terminated.
- (b) This Agreement may be terminated by either party upon sixty (60) days prior written notice. Any work order issued hereunder may be terminated by either party upon sixty (60) days prior written notice unless otherwise specified on the work order. Upon termination of the Agreement and/or any work order, the parties shall have no further obligation or liability thereby. Client shall be responsible for payment of fees/charges earned by Pacific through the date of termination.

3. Fees.

(a) All rates for fees charged by Pacific for the Services are described in the Schedules. Certain rates are estimates only and may vary from those described in the Schedules. The hourly rates shown as estimates are average rates for a blend of personnel anticipated to perform under this Agreement and therefore represent the typical rate, and the monthly rates shown as estimates are based upon projected hours required to perform the Services. Charges will be billed at estimated rates. Direct expenses are charged at 100% of the cost to Pacific, which shall include

without limitation, miscellaneous expenses directly associated with the Services being provided, including all applicable transfer pricing loadings.

- (b) Client shall be billed monthly for the Services. Client shall pay Pacific within thirty (30) days of billing.
- 4. <u>Direct Contracting.</u> Pacific will provide services pursuant to this Agreement for the set-up and management of contracts, however, the Client shall contract directly for services with third parties, including without limiting the generality of the foregoing, utilities, brokerage services, legal services, consulting services, janitorial, maintenance services, landscape services, general contracting services, and other professional services. Client shall be solely responsible for the payment of charges and obligations under any such agreements with third parties. Client shall hold Pacific harmless from and against any claims, obligations or liabilities arising out of such third party agreements.

5. Performance of Services.

- (a) Client hereby grants Pacific the right to enter onto and upon Client's properties for the purpose of performing the Services and undertaking any activity in connection therewith. Pacific shall hold Client harmless from and against any claims or liabilities by reason of bodily injury or property damage arising out of Pacific's performance of Services occurring on Client's properties.
- (b) The parties agree to cooperate with one another in the performance of this Agreement. The parties shall coordinate their efforts by and through their authorized representatives as set forth on the Schedules.
- (c) Client shall notify Pacific of any additions, reduction, modifications or changes which are made to Client's properties being serviced by Pacific, including without limitation, alterations and improvements, the installation of new or different equipment or facilities, or any other matter which may bear on Pacific's ability to perform its Services. Should such changes result in an adjustment of rates, Pacific shall so notify Client in writing.
- (d) Pacific shall use its commercially good faith efforts in the performance of this Agreement to the reasonable satisfaction of Client. The Services furnished by Pacific shall be performed in a professional manner. If an estimated completion date is in jeopardy, Pacific will notify the Client five (5) days prior to the completion date and a new and mutually acceptable date will be set.
 - 6. <u>Insurance.</u> Each party shall maintain (a) commercial general liability (bodily injury and property damage) insurance with limits of no less than \$2,000,000 combined single

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limit per occurrence, (b) worker's compensation insurance with limits no less than \$1,000,000. In addition, Client shall maintain property insurance ("All Risk") coverage of no less than 100% replacement cost of its properties. The Pacific may self-insure with respect to the foregoing insurance. The Client may self-insure with respect to the foregoing insurance with the prior approval of Pacific, which approval shall not be unreasonably withheld.

7. <u>Independent Contractor.</u> Pacific shall perform under this Agreement as an independent contractor and not as the agent or employee of Client. Except to the extent goods or services are provided by third parties, Pacific retains the right to exercise full control of and supervision over the performance of its Services.

8. General Provisions.

- (a) This Agreement, its Schedules, exhibits, and other attachments shall constitute the entire agreement between the parties concerning the subject matter. All amendments, supplements, changes or modifications to this Agreement shall be in writing and executed by both parties.
- (b) This Agreement shall be construed in accordance with the laws of the State of California and to the extent applicable any state or federal law or regulation which bears on Pacific and the Services performed hereunder.
- (c) The parties acknowledge and agree that should any law or regulation or decision of a regulatory body necessitate a change, modification, amendment or alteration to this Agreement or the type or scope of Services which Pacific may offer or which otherwise affects Pacific, or if in Pacific's good faith judgment Pacific determines that a change, modification, amendment or alteration to this Agreement or the type or scope of Services which Pacific may offer should be made, then the parties shall so amend this Agreement.
- other communications required or permitted for purposes of this Agreement shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, delivered by generally recognized overnight courier or delivery service which provides proof of delivery, or delivered by telecopy or facsimile; and, shall be deemed received (i) if personally delivered, upon the date of delivery to the address of the person to receive such notice, (ii) if mailed, four (4) business days after the date of posting by the United States Post Office, (iii) if given by overnight courier, date of delivery as evidenced by the courier's proof of delivery and (iv) if by telecopy or facsimile, when transmitted, provided that to be deemed given when transmitted, a duplicate copy must be mailed or delivered within twenty-four hours in accordance with the foregoing provisions.

0034368.DOC Final 3

"Pacific"

Pacific Bell

Corporate Real Estate

2600 Camino Ramon, Room 1N055

San Ramon, California 94583

Attn: Earl Kreisel

Tel No.: (510) 823-1060 Fax No.: (510) 275-1256

"Client"

Pacific Bell Communications

5850 West Las Positas, Room 126

Pleasanton, California 94588

Attn: Donna Coggan Tel No.: (510) 468-5024 Fax No.: (510) 468-6199

EXHIBIT A Work Order

	Wo	ork Order No.:
	Da	ted:
This V	Work Order No.	is performed in accordance with the terms and
condit	ions of the Real Estate Servi	ices Contract datedby and
betwee	en PACIFIC BELL and	("Client").
Pacific	c Bell is hereby authorized to	o perform such work as set forth below:
1)	Description of Services:	
	(Describe services to be pr	rovided)
2)	Location of Services:	(identify address where services will be provided, if applicable)
3) Representatives/Contacts:		<u>s:</u>
	(Name of Client	PACIFIC BELL
	representative)	(Name of representative)
	(phone number)	(phone number)
4)	Deliverables: (identify fin	nished product(s) to be delivered when services are
5)	Compensation:	
		s shall be pursuant to Section 3 (Fees) of the Real Estate d above and the attached Schedule.
Agree	æd:	
[Clien	nt]	Pacific Bell
Ву		By
Title_		Title
Date		Date